

Loan No. 338062
RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

After recording, return to:
Lolly Avant-National Title Div.
Fidelity National Title Insurance Co.
1330 Post Oak Blvd., Suite 2330
Houston, Texas 77056

Co.
IWC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of June 27, 2008, between, ASICS AMERICA CORPORATION, a California corporation, ("Tenant") whose mailing address is 16275 Laguna Canyon Road, Irvine, CA, 92618, Attn: President, with a copy to Michael E. Zall, 2 Yorkshire Drive, Suffern, NY, 10901, SPACE CENTER TYSONS, INC., a Minnesota corporation, ("Borrower") whose mailing address is c/o Space Center, Inc., 2501 Rosegate, St. Paul, MN, 55113-2717, Attn: Paul Puerzer, and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, ("Lender") whose address for notices is 720 East Wisconsin Avenue, Milwaukee, WI 53202, Attention: Real Estate Investment Department, Reference Loan No. 338062.

RECITALS

A. Tenant is the lessee or successor to the lessee, and Borrower is the lessor or successor to the lessor under a certain lease dated August 11, 1997, as amended by that certain Amendment to Industrial Lease Agreement dated as of December 24, 2004 (as it has been and may be amended, the "Lease").

B. Lender has made, or will make, a mortgage loan to be secured by a deed of trust from Borrower for the benefit of Lender (as it may be amended, restated or otherwise modified from time to time, the "Lien Instrument") encumbering the fee title to and/or leasehold interest in the land described in Exhibit A attached hereto and the improvements thereon (collectively, the "Property"), wherein the premises covered by the Lease (the "Demised Premises") are located.

C. Borrower and Lender have executed, or will execute, an Absolute Assignment of Leases and Rents (the "Absolute Assignment"), pursuant to which (i) the

Lease is assigned to Lender and (ii) Lender grants a license back to Borrower permitting Borrower to collect all rents, income and other sums payable under the Lease until the revocation by Lender of such license, at which time all rents, income and other sums payable under the Lease are to be paid to Lender.

D. Lender has required the execution of this Agreement by Borrower and Tenant as a condition to Lender making the requested mortgage loan or consenting to the Lease.

E. Tenant acknowledges that, as its consideration for entering into this Agreement, Tenant will benefit by entering into an agreement with Lender concerning Tenant's relationship with any purchaser or transferee of the Property (including Lender) in the event of foreclosure of the Lien Instrument or a transfer of the Property by deed in lieu of foreclosure (any such purchaser or transferee and each of their respective successors or assigns is hereinafter referred to as "Successor Landlord").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Borrower and Lender agree as follows:

1. Tenant and Borrower agree for the benefit of Lender that:
 - (a) Tenant shall not pay, and Borrower shall not accept, any rent or additional rent more than one month in advance;
 - (b) Except as specifically provided in the Lease, Tenant and Borrower will not enter into any agreement for the cancellation of the Lease or the surrender of the Demised Premises without Lender's prior written consent;
 - (c) Tenant and Borrower will not enter into any agreement amending or modifying the Lease without Lender's prior written consent, except for amendments or modifications specifically contemplated in the Lease for confirming the lease commencement date, the rent commencement date, the term, the square footage leased, the renewal or extension of the Lease, or the leasing of additional space at the Property;
 - (d) Tenant will not terminate the Lease because of a default thereunder by Borrower unless Tenant shall have first given Lender written notice and a reasonable opportunity to cure such default;

- (e) Tenant, upon receipt of written notice from Lender that it has exercised its rights under the Absolute Assignment and revoked the license granted to Borrower to collect all rents, income and other sums payable under the Lease, shall pay to Lender all rent and other payments then or thereafter due under the Lease, and any such payments to Lender shall be credited against the rent or other obligations due under the Lease as if made to Borrower;
- (f) Tenant will not conduct any dry cleaning operations on the Demised Premises using chlorinated solvents nor will Tenant use any chlorinated solvents in the operation of their business on the Demised Premises; and
- (g) Tenant shall pay any and all termination fees greater than \$250,000 due and payable with respect to the Lease directly to Lender.

2. The Lease is hereby subordinated in all respects to the Lien Instrument and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement, but Tenant waives, to the fullest extent it may lawfully do so, the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder by reason of any foreclosure proceeding.

3. Borrower, Tenant and Lender agree that, unless Lender shall otherwise consent in writing, the fee title to, or any leasehold interest in, the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Borrower or Tenant or any third party by purchase, assignment or otherwise.

4. If the interests of Borrower in the Property are acquired by a Successor Landlord:

- (a) If Tenant shall not then be in default in the payment of rent or other sums due under the Lease or be otherwise in material default under the Lease, the Lease shall not terminate or be terminated and the rights of Tenant thereunder shall continue in full force and effect except as provided in this Agreement;
- (b) Tenant agrees to attorn to Successor Landlord as its lessor; Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof, including any renewal options which are exercised in accordance with the terms of the Lease;

- (c) The interests so acquired shall not merge with any other interests of Successor Landlord in the Property if such merger would result in the termination of the Lease;
- (d) If, notwithstanding any other provisions of this Agreement, the acquisition by Successor Landlord of the interests of Borrower in the Property results, in whole or part, in the termination of the Lease, there shall be deemed to have been created a lease between Successor Landlord and Tenant on the same terms and conditions as the Lease, except as modified by this Agreement, for the remainder of the term of the Lease with renewal options, if any; and
- (e) Successor Landlord shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Successor Landlord's acquisition of the interests of Borrower in the real estate, have the same remedies against Successor Landlord for the breach of the Lease that Tenant would have had under the Lease against Borrower if the Successor Landlord had not succeeded to the interests of Borrower; provided, however, that Successor Landlord shall not be:
 - (i) Liable for the breach of any representations or warranties set forth in the Lease or for any act, omission or obligation of any landlord (including Borrower) or any other party occurring or accruing prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises, except for any repair and maintenance obligations of a continuing nature as of the date of such acquisition;
 - (ii) Liable for any obligation to construct any improvements in, or make any alterations to, the Demised Premises, or to reimburse Tenant by way of allowance or otherwise for any such improvements or alterations constructed or made, or to be constructed or made, by or on behalf of Tenant in the Demised Premises;
 - (iii) Subject to any offsets or defenses which Tenant might have against any landlord (including Borrower) prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises;

- (iv) Liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Successor Landlord;
- (v) Bound to Tenant subsequent to the date upon which Successor Landlord transfers its interest in the Demised Premises to any third party;
- (vi) Liable to Tenant under any indemnification provisions set forth in the Lease; or
- (vii) Liable for any damages in excess of Successor Landlord's equity in the Property.

The provisions of this paragraph shall be effective and self-operative immediately upon Successor Landlord succeeding to the interests of Borrower without the execution of any other instrument.

5. Tenant represents and warrants that Tenant, all persons and entities owning (directly or indirectly) an ownership interest in Tenant and all guarantors of all or any portion of the Lease: (i) are not, and shall not become, a person or entity with whom Lender is restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated Nationals and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not, and shall not become, a person or entity with whom Lender is restricted from doing business under the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder; and (iii) are not knowingly engaged in, and shall not engage in, any dealings or transaction or be otherwise associated with such persons or entities described in (i) and (ii) above.

6. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, and shall remain in full force and effect notwithstanding any renewal, extension, increase, or refinance of the indebtedness secured by the Lien Instrument, without further

confirmation. Upon recorded satisfaction of the Lien Instrument, this Agreement shall become null and void and be of no further effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TENANT:

ASICS AMERICA CORPORATION, a
California corporation

By: RM Bouane
RICHARD M BOUANE
Its PRESIDENT / COO

Attest: _____

Its _____

STATE OF _____)
)ss.
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2008, within my jurisdiction, the within named _____ and _____ who acknowledged that they are the _____ and _____, respectively, of ASICS AMERICA CORPORATION, a California corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation to do so.

WITNESS my hand and official seal

My commission expires: _____

Notary Public

(Signatures of Borrower and Lender continued on following pages)

Used loose Acknowledgment attached.

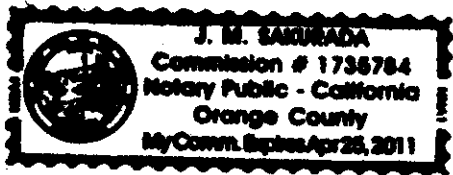
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On June 20th, 2008 before me, JM Sakurada Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard M. Bourne
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

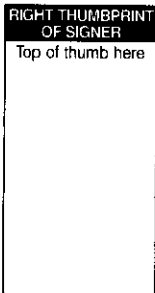
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



(Signatures continued)

BORROWER:

SPACE CENTER TYSONS, INC., a
Minnesota corporationBy: Michael A. UrbanosIts SecretaryAttest: Edward A. BastyrIts ControllerSTATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24TH day of JUNE, 2008, within my jurisdiction, the within named MICHAEL A. URBANOS and EDWARD G. BASTYR who acknowledged that they are the SECRETARY and CONTROLLER, respectively, of SPACE CENTER TYSONS, INC., a Minnesota corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation to do so.

WITNESS my hand and official seal.



My commission expires:

JANUARY 31, 2012

Philip Edward Simonson
Notary Public

(Signature of Lender continued on following pages)

(Signatures continued)

LENDER: THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, a Wisconsin
corporation



(corporate seal)



By: Northwestern Investment Management
Company, LLC, a Delaware limited
liability company, its wholly-owned
affiliate and authorized representative

By: Thomas D. Zale

Thomas D. Zale
Its Managing Director

Attest: Thomas O. Rabenn

Thomas O. Rabenn
Its Assistant Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of June, 2008, within my jurisdiction, the within named Thomas D. Zale and Thomas O. Rabenn, who acknowledged that they are the Managing Director and Assistant Secretary, respectively, of Northwestern Investment Management Company, LLC, a Delaware limited liability company, on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation to do so.

WITNESS my hand and official seal.

My commission expires:
November 29, 2009

Sandra Donaldson
Sandra Donaldson, Notary Public



This instrument was prepared by James L. McFarland, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, WI 53202.

EXHIBIT "A"

(Description of Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DESOTO, STATE OF MISSISSIPPI AND IS DESCRIBED AS FOLLOWS:

Lot 7A 15.98 Acres+-

Located in the Northwest and Southwest Quarters of the Northwest Quarter of Section 31, Township 1 South, Range 7 West in Southaven, DeSoto County, MS

Commencing at the Northwest corner of Section 31, Township 1 South, Range 7 West, Said point being at the intersection of Goodman Road (SR302) and Airways Blvd., Thence along the centerline of Airways Blvd. S00°08'18" E, a distance of 293.01' to a point; Thence S00°01'56" W, a distance of 713.71' to a point in the centerline of Airways Blvd.; Thence S89°58'04" E, a distance of 53.00' to a point in the East right of way of Airways Blvd. (106' R/W), said point being the true point of beginning for this tract; Thence N 89°39'21" E, a distance of 627.03' to a point; Thence S00°20'39" E, a distance of 48.51' to a point; Thence S89°58'04" E, a distance of 253.50' to a point; Thence S00°01'57" W, a distance of 757.50' to a point; Thence N89°58'04" W, a distance of 860.83' to a point; Thence along a curve turning to the right with an arc length of 31.42', with a radius of 20.00', with a chord bearing of N44°57'43" W, with a chord length of 28.29' to a point; Thence N00°01'56" E, a distance of 781.88' to a point of beginning, containing 696,272.07 square feet, 15.984 acres more or less. This tract is subject to all rights of way, easements of record and subdivision regulations in effect for the City of Southaven, MS.

APN 1079310800000700